

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

Eastern District of Washington

(State)

Case number (if known): Chapter 11

☐ Check if this is an amended filing

## Official Form 205

**Involuntary Petition Against a Non-Individual**

12/15

Use this form to begin a bankruptcy case against a non-individual you allege to be a debtor subject to an involuntary case. If you want to begin a case against an individual, use the *Involuntary Petition Against an Individual* (Official Form 105). Be as complete and accurate as possible. If more space is needed, attach any additional sheets to this form. On the top of any additional pages, write debtor's name and case number (if known).

**Part 1: Identify the Chapter of the Bankruptcy Code Under Which Petition Is Filed**

1. Chapter of the Bankruptcy Code

Check one:

☐ Chapter 7☒ Chapter 11**Part 2: Identify the Debtor**

2. Debtor's name

NB Commons, LLC, a Delaware Limited Liability Company

3. Other names you know the debtor has used in the last 8 years

The Ruckus Student Living

Include any assumed names, trade names, or doing business as names.

4. Debtor's federal Employer Identification Number (EIN)

☒ Unknown

EIN

5. Debtor's address

Principal place of business

1920 NE Terre View Drive

Number Street

Pullman

City

WA 99163

State ZIP Code

Whitman

County

Mailing address, if different

Nelson Brothers Meadow View, LLC

Number Street

20 Enterprise, Suite 400

P.O. Box

Aliso Viejo

CA

92656

City

State

ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City

State

ZIP Code

Debtor

Name

Case number (if known)

6. Debtor's website (URL)

theruckusliving.com

7. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))  
☐ Partnership (excluding LLP)  
☐ Other type of debtor. Specify: \_\_\_\_\_

8. Type of debtor's business

Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))  
☒ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  
☐ Railroad (as defined in 11 U.S.C. § 101(44))  
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))  
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))  
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))  
☐ None of the types of business listed.  
☐ Unknown type of business.

9. To the best of your knowledge, are any bankruptcy cases pending by or against any partner or affiliate of this debtor?

☒ No

☐ Yes. Debtor

Relationship

District

Date filed

MM / DD / YYYY

Case number, if known

Debtor

Relationship

District

Date filed

MM / DD / YYYY

Case number, if known

Part 3:

Report About the Case

10. Venue

Check one:

- ☒ Over the last 180 days before the filing of this bankruptcy, the debtor had a domicile, principal place of business, or principal assets in this district longer than in any other district.  
☐ A bankruptcy case concerning debtor's affiliates, general partner, or partnership is pending in this district.

11. Allegations

Each petitioner is eligible to file this petition under 11 U.S.C. § 303(b).

The debtor may be the subject of an involuntary case under 11 U.S.C. § 303(a).

At least one box must be checked:

- ☒ The debtor is generally not paying its debts as they become due, unless they are the subject of a bona fide dispute as to liability or amount.  
☐ Within 120 days before the filing of this petition, a custodian, other than a trustee, receiver, or an agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.

12. Has there been a transfer of any claim against the debtor by or to any petitioner?

☒ No

☐ Yes. Attach all documents that evidence the transfer and any statements required under Bankruptcy Rule 1003(a).

Debtor

Name

Case number (if known)

## 13. Each petitioner's claim

Name of petitioner

Nature of petitioner's claim

Amount of the claim  
above the value of  
any lien

Tim Sherer

Promissory Note

\$ 75,000

Dominic Baldini

Promissory Note

\$ 75,000

Wolf Von Falkenburg

Promissory Note

\$ 120,000

Total of petitioners' claims

\$ 270,000

If more space is needed to list petitioners, attach additional sheets. Write the alleged debtor's name and the case number, if known, at the top of each sheet. Following the format of this form, set out the information required in Parts 3 and 4 of the form for each additional petitioning creditor, the petitioner's claim, the petitioner's representative, and the petitioner's attorney. Include the statement under penalty of perjury set out in Part 4 of the form, followed by each additional petitioner's (or representative's) signature, along with the signature of the petitioner's attorney.

## Part 4: Request for Relief

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative

Attorneys

Name and mailing address of petitioner

Tim Sherer

Name

93 Fredrick Street, Unit A

Number Street

Santa Cruz

CA

95062

City

State

ZIP Code

Name and mailing address of petitioner's representative, if any

Name

Number Street

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/09/2023

MM / DD / YYYY

X  Signature of petitioner or representative, including representative's title

John D. Munding

Printed name

Munding, P.S.

Firm name, if any

309 E. Farwell Rd., Ste 310

Number Street

Spokane

WA

99218

City

State

ZIP Code

Contact phone (509)590-3849

Email John@Mundinglaw.com

Bar number #21734

State

WA

Signature of attorney

Date signed

8/21/23

MM / DD / YYYY



Debtor

Name

Case number (if known)

Name and mailing address of petitioner  
Dominic Baldini

Name

155 Bovet Rd #725

Number Street

San Mateo

CA

94902

City

State

ZIP Code

Name and mailing address of petitioner's representative, if any

Name

Number Street

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

MM / DD / YYYY

X

Signature of petitioner or representative, including representative's title

John D. Munding

Printed name

Munding, P.S.

Firm name, if any

309 E. Farwell Rd. Ste 310

Number Street

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WA

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City

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Contact phone (509)590-3849

Email John@Mundinglaw.com

Bar number

#21734

State

WA

X

Signature of attorney

Date signed

MM / DD / YYYY

Name and mailing address of petitioner  
Wolf Von Falkenburg

Name

1262 Hitt Lane

Number Street

Goodlettsville

TN

37072

City

State

ZIP Code

Name and mailing address of petitioner's representative, if any

Name

Number Street

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

08/10/2023

MM / DD / YYYY

X

Signature of petitioner or representative, including representative's title

John D. Munding

Printed name

Munding, P.S.

Firm name, if any

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MM / DD / YYYY

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Name and mailing address of petitioner  
Dominic Baldini

Name

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Number Street

San Mateo

CA

94902

City

State

ZIP Code

## Name and mailing address of petitioner's representative, if any

Name

Number Street

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 08/10/23  
MM / DD / YYYY

x . 720J .

Signature of petitioner or representative, including representative's title

John D. Munding

Printed name

Munding, P.S.

Firm name, if any

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Number Street

Spokane

WA

99218

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State

ZIP Code

Contact phone (509)590-3849

Email John@Mundinglaw.com

Bar number #21734

State

WA

State

Signature of attorney

Date signed

8/21/23  
MM / DD / YYYYName and mailing address of petitioner  
Wolf Von Faulkenburg

Name

1262 Hitt Lane

Number Street

Goodlettsville

TN

37072

City

State

ZIP Code

## Name and mailing address of petitioner's representative, if any

Name

Number Street

City

State

ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on  
MM / DD / YYYY

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Signature of petitioner or representative, including representative's title

John D. Munding

Printed name

Munding, P.S.

Firm name, if any

309 E. Farwell Rd., Ste 310

Number Street

Spokane

WA

99218

City

State

ZIP Code

Contact phone (509)590-3849

Email John@Mundinglaw.com

Bar number #21734

State

WA

State

Signature of attorney

Date signed

MM / DD / YYYY

**APPENDIX TO INVOLUNTARY PETITION**  
**PROMISSORY NOTES**

## PROMISSORY NOTE

\$75,000.00

July 29, 2023

FOR VALUE RECEIVED, the undersigned, NB COMMONS, LLC, a Delaware limited liability company (the "Borrower"), promises unconditionally to pay to the order of Tim Sherer, and their successors or assigns (collectively, the "Lender"), the principal amount of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) (the "Principal Amount"), together with interest on the unpaid Principal Amount outstanding from time to time, at the rate of three percent (3%) per annum.

**I. Payments.**

All payments of principal and interest shall be made upon demand.

**II. Security.**

This Note is unsecured.

**III. Prepayment.**

Borrower may prepay in whole or in part the outstanding principal on this Note at any time without any prepayment premium or charge.

**IV. Non-Usurious Loan.**

A. It is the intention of Borrower and Lender that this Note shall comply with any applicable law. To that end, the parties stipulate and agree that none of the terms and provisions of this Note shall ever be construed to create a contract that violates any applicable law or exceeds the limits imposed or provided by law for the use or detention of money or for forbearance in seeking its collection.

B. In the event that interest paid or received under this Note shall result, because of any reduction of principal or any other reason, in an effective rate of interest which for any period is in excess of applicable usury limits, such excess interest for the period in question shall, at Lender's option, be refunded to Borrower or be applied upon the outstanding principal of the Note.

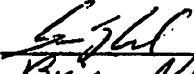
C. The Borrower represents and agrees that the Indebtedness evidenced by this Note constitutes a commercial business loan and the proceeds thereof shall not be used for household or consumer purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Borrower has executed this Note, under seal, as of the day and year first above written.

BORROWER:

NB COMMONS, LLC  
a Delaware limited liability company

By:   
Name: Brian Nelson  
Title: Manager



## PROMISSORY NOTE

\$75,000.00

July 29, 2023

FOR VALUE RECEIVED, the undersigned, NB COMMONS, LLC, a Delaware limited liability company (the "Borrower"), promises unconditionally to pay to the order of Dominic Baldini, and their successors or assigns (collectively, the "Lender"), the principal amount of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) (the "Principal Amount"), together with interest on the unpaid Principal Amount outstanding from time to time, at the rate of three percent (3%) per annum.

### **I. Payments.**

All payments of principal and interest shall be made upon demand.

### **II. Security.**

This Note is unsecured.

### **III. Prepayment.**

Borrower may prepay in whole or in part the outstanding principal on this Note at any time without any prepayment premium or charge.

### **IV. Non-Usurious Loan.**

A. It is the intention of Borrower and Lender that this Note shall comply with any applicable law. To that end, the parties stipulate and agree that none of the terms and provisions of this Note shall ever be construed to create a contract that violates any applicable law or exceeds the limits imposed or provided by law for the use or detention of money or for forbearance in seeking its collection.

B. In the event that interest paid or received under this Note shall result, because of any reduction of principal or any other reason, in an effective rate of interest which for any period is in excess of applicable usury limits, such excess interest for the period in question shall, at Lender's option, be refunded to Borrower or be applied upon the outstanding principal of the Note.


C. The Borrower represents and agrees that the Indebtedness evidenced by this Note constitutes a commercial business loan and the proceeds thereof shall not be used for household or consumer purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Borrower has executed this Note, under seal, as of the day and year first above written.

BORROWER:

NB COMMONS, LLC  
a Delaware limited liability company

By:   
Name: Brian Nelson  
Title: Manager.

## PROMISSORY NOTE

\$120,000.00

July 29, 2023

FOR VALUE RECEIVED, the undersigned, NB COMMONS, LLC, a Delaware limited liability company (the "Borrower"), promises unconditionally to pay to the order of Wolf Von Falkenburg, and their successors or assigns (collectively, the "Lender"), the principal amount of ONE HUNDRED AND TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) (the "Principal Amount"), together with interest on the unpaid Principal Amount outstanding from time to time, at the rate of three percent (3%) per annum.

**I. Payments.**

All payments of principal and interest shall be made upon demand.

**II. Security.**

This Note is unsecured.

**III. Prepayment.**

Borrower may prepay in whole or in part the outstanding principal on this Note at any time without any prepayment premium or charge.

**IV. Non-Usurious Loan.**

A. It is the intention of Borrower and Lender that this Note shall comply with any applicable law. To that end, the parties stipulate and agree that none of the terms and provisions of this Note shall ever be construed to create a contract that violates any applicable law or exceeds the limits imposed or provided by law for the use or detention of money or for forbearance in seeking its collection.

B. In the event that interest paid or received under this Note shall result, because of any reduction of principal or any other reason, in an effective rate of interest which for any period is in excess of applicable usury limits, such excess interest for the period in question shall, at Lender's option, be refunded to Borrower or be applied upon the outstanding principal of the Note.


C. The Borrower represents and agrees that the Indebtedness evidenced by this Note constitutes a commercial business loan and the proceeds thereof shall not be used for household or consumer purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Borrower has executed this Note, under seal, as of the day and year first above written.

BORROWER:

NB COMMONS, LLC  
a Delaware limited liability company

By:   
Name: Brian Nelson  
Title: Manager.